

## Remarks

Claims 1-25 currently stand rejected and remain pending. No claims are amended herein. The Applicant respectfully traverses the rejection and requests allowance of claims 1-25.

### Claim Rejection Under 35 U.S.C. § 103

Claims 1-25 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0198929 to Jones et al. (hereinafter “Jones”). (Page 2 of the Office action.) The Applicant respectfully disagrees as discussed hereinafter.

Independent system claim 1 is reproduced below, with emphasis supplied:

1. A system for utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the system comprising the steps of:

- entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein, with respect to a specific one of the computers to be sold to said one of the purchasers, the vendor retains a right to use said specific one after the sale thereof;*
- conveying, subject to said agreements, the plurality of the computers to said purchasers;*
- interconnecting the computers via the Internet to create a network; and
- using the network to provide a service that provides the vendor with a commercial benefit.

Generally, Jones discloses a “system to provide incentives for client machines to contribute resources to a peer-to-peer computer network. When a server receives requests for information from a plurality of client machines, it determines if the client machines are contributing resources to peer-to-peer sharing. When answering requests, clients which contribute resources to peer-to-peer sharing are given priority over clients which do not contribute.” (Paragraph [0009]. Please see also paragraphs [0028] and [0029].) In addition, among those client machines contributing to the peer-to-peer sharing, higher priority is granted to requests from client machines that contribute more resources to the sharing technology. (Please see paragraphs [0009], [0030] and [0031].)

The Applicant traverses the rejections for a number of reasons, each of which is discussed separately as follows.

### *Replacement of Terms Relating to Vendors and Purchasers*

The Office action indicates that Jones teaches the entering of agreements between a *master server* and each of a number of *client computers*. (Page 2 of the Office action.) Thus, the Office action appears to equate the master server and the client computers with the vendor and the purchasers of claim 1. (Please see page 2 of the Office action, in which the language of claim 1 is modified to replace the term “vendor” with “master server,” and the word “purchaser” with “client computer.”) As a result, the Office action indicates that *an agreement is entered into between a master server and each of the client computers*. However, claim 1 does not employ such a provision. Instead, under claim 1, a vendor sells, leases, or otherwise conveys the computers in question to the purchasers – an action which Jones neither teaches nor suggests, as the vendor of the client computers in Jones apparently is never mentioned or considered. Further, claim 1 does not specifically recite agreements between machines such as servers and other computers. Thus, since Jones does not teach or suggest agreements between a vendor and each of a number of purchasers, the Applicant respectfully asserts that claim 1 is allowable for at least this reason, and such indication is respectfully requested.

### *Vendor Retention of a Right to Use the Computer after Conveyance Subject to an Agreement Between the Vendor and a Purchaser*

The Office action further indicates on pages 2 and 3 as shown below, with emphasis supplied:

Jones fails to teach that vendors sell the computers to the client if the vendor retains a right to use said specific one after the sale thereof and conveying, subject to said agreements, the plurality of the computers to said purchasers. However, *Official Notice is taken that it is old and well known in the promotion art that vendors give product[] discounts to clients, when said clients abide to said vendor[']s[] rules*. Therefore, it would have been obvious to a person of ordinary skill in the art at the time that the application was made[] to know that *Internet service providers would use the Jones[] system to sell computers to clients at discounts, if said clients agreed to share the resources of their computers with said service providers* in order that said service provider[']s master servers do not become overwhelmed by the client requests as the master server[']s files would be shared in a peer-to-peer network with the other client machines.”

The Applicant respectfully disagrees. While offers by vendors of product discounts are typical in exchange for certain specific actions of the purchaser, such as purchasing the item before a specified offer expiration date, or submitting a vendor-supplied coupon or mail-in rebate form in conjunction with the purchase, a discount provided by a vendor in the sale of a computer to a purchaser in exchange for the vendor retaining a right to use the system after the sale is *vastly different* from the offering of a coupon or rebate. Thus, taking Official Notice of generalized product discounts has no connection to, and thus cannot make obvious, a vendor retaining a right to use a sold computer or similar device, which is *neither old nor well-known*.

Further, Jones, the only prior art cited in the Office action, makes no mention of computer sales at all, and thus cannot gain any benefit from computer sales discounts. Contrary to the assertions in the Office action as cited above, *ISPs generally do not sell computers and are thus not computer vendors*, as indicated in paragraph [0002] of the present application. Thus, an ISP or other provider of the server would not have any motivation to provide a computer sales discount. Instead, any notion of sales discounts in exchange for a vendor's retained right to use comes from the present application. Thus, the Applicant respectfully asserts that the Office action is engaging in impermissible hindsight by using the notion of the agreement provided by the present application.

In addition, Jones would not require issuing a computer sales discount since the system described therein *already provides the client an incentive* for sharing peer-to-peer technology. As described above, the bargain struck between a master server and a set of clients is *a higher priority in processing client information requests* in exchange for the client contributing resources for peer-to-peer sharing. Thus, the Applicant respectfully contends for at least these reasons that no combination of Jones and Official Notice teaches or suggests sales discounts in exchange for vendor retention of a right to use a computer, as provided for in claim 1, and such indication is respectfully requested.

Thus, based on the foregoing, the Applicant contends that claim 1 is allowable in view of Jones, and such indication is respectfully requested.

#### *Claims 14 and 21*

System claims 14 and 21 include similar provisions to those of claim 1 relating to an agreement to a vendor's right to use a computer after its sale to a purchaser. Thus, the Applicant

asserts that claims 14 and 21 are allowable for at least the same reasons as those presented above in support of claim 1, and such indication is respectfully requested.

In addition, claims 14 and 21 include an operation for repeating the agreement and conveyance steps until a predetermined minimum number of computers or devices have been sold. While the Office action recognizes the existence of this operation in claims 14 and 21, no indication is made as to whether Jones or any other potential reference teaches or suggests this limitation. (Please see pages 6 and 8 of the Office action.) Thus, the Applicant respectfully contends that Jones does not teach or suggest this particular limitation. Therefore, the Applicant respectfully asserts that claims 14 and 21 are allowable for at least this additional reason, and such indication is respectfully requested.

*Claims 2-13, 15-20 and 22-25*

Claims 2-13 depend from independent claim 1, claims 15-20 depend from independent claim 14, and claims 22-25 depend from independent claim 21, thus incorporating the provisions of their associated independent claims. Thus, the Applicant asserts that claims 2-13, 15-20 and 22-25 are allowable for at least the reasons provided above in support of claims 1, 14 and 21, and such indication is respectfully requested.

Therefore, in light of the above, the Applicant respectfully requests withdrawal of the 35 U.S.C. § 103 rejection of claims 1-25.

### Conclusion

Based on the above remarks, the Applicant submits that claims 1-25 are allowable. Other reasons in favor of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Applicant thus respectfully requests allowance of claims 1-25.

The Applicant believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 08-2025 accordingly.

Respectfully submitted,

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**SIGNATURE OF PRACTITIONER**

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